



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 31, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners

Approval of a Goods and Services Contract with ACROW for a prefabricated bridge for the Johnson Creek Tributary Culvert Replacement Project. Contract value is \$154,800 for 5 months. Funding is through Damascus Road Funds. No County General Funds are involved.

Previous Board Action/Review	No previous action.		
Performance Clackamas	The project will build a strong infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Stan Monte	Contact Phone	503-742-4678

EXECUTIVE SUMMARY: In December of 2022, heavy rains caused extreme flooding on a tributary of Johnson Creek that resulted in the partial failure of an older culvert supporting the roadway of Hideaway Court. This section of Hideaway Court provides sole access to 3 residential properties and there were no detour routes available to continue access to these properties. As a result, steel plates were placed over the failed portion of the culvert as a temporary measure while the selection and procurement of a replacement culvert could be obtained. After evaluating multiple culvert and bridge alternatives, the most economical culvert replacement selected was a prefabricated modular steel vehicular bridge. This bridge will be installed on spread footings constructed by Transportation Maintenance.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on February 24, 2025, through a Request for Quotes (RFQ) #2025-18. Quotes were publicly opened on March 25, 2025 and the County received one (1) quote from ACROW. After review of ACROW's quote and the proposed design elements of the prefabricated modular steel vehicular bridge, contracting with ACROW was determined to be in the best interest of the County.

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve and sign this goods and services contract with ACROW for the purposes of providing a prefabricated modular steel vehicular bridge for the Johnson Creek Tributary (Hideaway Court #2) Culvert Replacement Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #1274**

This Goods and Services Contract (this "Contract") is entered into between **ACROW** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Transportation and Development, for the purposes of providing a Prefabricated Modular Steel Vehicular Bridge.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2025** or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty-Four Thousand Eight Hundred Dollars (\$154,800.00)** for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel Expense Reimbursement.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Deon Lourens Phone: 360.607.1328 Email: Dlourens@acrow.com	County Administrator: Stan Monte Phone: 503-742-4678 Email: Stanmon@clackamas.us
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ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Ownership of Work Product. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A.** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B.** Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to

cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

ACROW
181 New Road, Suite 202
Parsippany, NJ 07054

Clackamas County

Mark Joosten July 17, 2025
Authorized Signature Date

Signature Date

MARK JOOSTEN / PRESIDENT / COO
Name / Title (Printed)

Name: _____

Title: _____

243925195
Oregon Business Registry #

Approved as to Form:

CORPORATION / NJ
Entity Type / State of Formation

Amanda Kella 7/22/2025
County Counsel Date

EXHIBIT A
SCOPE OF WORK
RFQ#2025-18
Prefabricated Modular Steel Vehicular Bridge
issued February 24, 2025



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2025-18

Issue Date: February 24, 2025

Project Name:	Prefabricated Modular Steel Vehicular Bridge		
Quote Due Date/Time:	March 25, 2025, 2:00 PM PST		
Procurement Analyst:	Tralee Whitley	Email:	Twhitley@clackamas.us

SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
<https://bidlocker.us/a/clackamascountry/BidLocker>.

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address:
<https://oregonbuys.gov/bsa/> Document No. S- C01010-00012915. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum.
LATE QUOTES WILL NOT BE ACCEPTED.
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. BACKGROUND

Clackamas County Department of Transportation is requesting proposals and quotes for the purchase and delivery of a prefabricated modular steel vehicular bridge. The proposal shall include design, fabrication, and delivery of all bridge components to the project site adjacent to 9360 SE Hideaway Ct, Damascus OR in Clackamas County, Oregon. The Hideaway Court site is accessed from Rugg Road approximately 2 miles northeast of the community of Boring Oregon. The bridge must be available and delivered to the site within 120 days of supplier's receipt of order. It is desired that delivery occurs by June 2, 2025.

3. SCOPE OF WORK

Proposals shall be made on a lump sum basis and include all costs to design, fabricate, and deliver the bridge to the site. Unloading of bridge components at the site will be performed by others. Bridge foundations footings, guardrail, and approach structures will be designed and installed by Owner.

Furnish and delivery of one (1), 60-foot-long (minimum) modular, pre-engineered portable bridge meeting the following specifications, but not limited to:

1. Designed as a temporary reusable system.
2. No requirements for welding of components at assembly site.
3. Modular design to be bolted together longitudinally on site allowing for transportation and placement of the individual pieces.
4. Individual components cannot measure more than 120-inches wide for transportation.
5. Decking safe for pedestrian usage in accordance with Public Right-of-Way Access Guidelines.
6. Preference is given to steel or aluminum decking with a non-skid surface.
7. All parts to be hot dipped galvanized and /or coated with an epoxy primer and urethane topcoat.
8. Bridge design to include any required hooks or additional support to allow for lifting of sections when setting in place.
9. Technical assistance with initial assembly on site to be provided.
10. Bridge Design load – AASHTO HL-93 in accordance with the 2020 edition of the "AASHTO LRFD Bridge Design Specifications" and any interim revisions.
11. Minimum 12-foot 8-inches clear width between railings to allow for guardrail (guardrail provided by owner).
12. Provide engineered drawings signed and stamped by an engineer licensed in the State of Oregon. assembly manuals for review and approval 6 (six) weeks prior to delivery.

Delivery of Goods– Choose one of the following:

- ☒ Delivery required within 120 days of supplier's receipt of order.
- ☐ Delivery required on or before _____.
- ☐ Delivery time is of the essence and may be a factor in making an award.

Budget:

The County has an estimated project total of \$145,000; however, firms shall provide competitive hourly rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

Work Schedule:

Delivery time is of the essence and may be a factor in making a contract award. Regardless, delivery will be required within 120 days of supplier's receipt of order.

4. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at:

<https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract (unless checked, item does not apply)

☐ Travel Expense Reimbursement is Authorized.

The following insurance requirements will be applicable.

- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

5. QUOTE

Quotes should be short and concise with the following information:

- A. Description of temporary bridge system and components to be provided including proposed type of steel and whether ISO-certified mills will be utilized;
- B. Shop drawings with dimensions of sections and overall bridge length and width, weight of individual and total weight of structure, foundation needs (capacity and dimensions).
- C. Statement complying with Statement of Work or description of any deviations from the Statement of Work;
- D. Price including design, fabrication, and shipping FOB Destination;
- E. Warranty information;
- F. References; and
- G. Estimated delivery time upon order submission.

6. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: longevity and reliability history of the temporary bridge system being proposed, compliance with the Scope of Work, price/fees, references, and proposed timeline to provided delivery of the bridge system.

QUOTE CERTIFICATION FORM
RFQ #2025-18

Submitted by: _____
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: _____	Date: _____
Signature: _____	Title: _____
Email: _____	Telephone: _____
Oregon Business Registry Number: _____	OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quoter. Resident State: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT OREGONBUYS (<https://oregonbuys.gov/bsa/view/login/login.xhtml>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **CLARIFICATION:** Clackamas County reserves the right to seek clarification of each Quote, or to make an award without further discussion of Quotes received.
7. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
8. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes for any reason including, but not limited to, a Quoter's failure to constitute as a responsible bidder under ORS 279B.110 and LCRB C047-640-1-c-F-iii.
9. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

EXHIBIT B
CONTRACTOR'S QUOTE

March 21st 2025

REQUEST FOR QUOTES (RFQ) #2025-18

Hi Tralee,

Acrow bridge is happy to present you with a quote for the above-mentioned project. We have included the information you have requested. Unfortunately, we don't have a specific drawing for a 60ft span bridge at this point however, I have included an example of a 70ft span bridge. For the 60ft the bearing to bearing distance will be 59 ft 6 1/4 in assuming its level from abutment to abutments.

The bridge is a standard bridge for Acrow, so availability can be less than 5 weeks after the drawings have been approved.

INFORMATION REQUESTED

- A. Description of temporary bridge system and components to be provided including proposed type of steel and whether ISO-certified mills will be utilized; - **In Quote and Yes**
- B. Shop drawings with dimensions of sections and overall bridge length and width, weight of individual and total weight of structure, foundation needs (capacity and dimensions). **In Quote and mentioned above**
- C. Statement complying with Statement of Work or description of any deviations from the Statement of Work; - **No deviation**
- D. Price including design, fabrication, and shipping FOB Destination; - **Yes**
- E. Warranty information; - **Included**
- F. References; and **(See below and additional information can be provided if needed)**
- G. Estimated delivery time upon order submission – **5 weeks after approved drawings**

RECENT SALES REFERENCES

- AKDOT – Purchased a 160ft x 18ft wide for the city of Nome AK
Leslie Daugherty – AKDOT , Chief Bridge Engineer, Tel : 907.465.8891
- Napa County – Purchased a 60 x 18ft wide for a County road in Napa County
Frank Lucido -Napa County, Engineering Manager, Tel : 707.259.8377
- Bristol Construction Services, AK – Purchased 4 bridges for Shepards point AK (200 ft x 30 ft + 100 ft x 36 ft + 120 ft x 36 ft + 140 ft x 42 ft)
Norm Gutcher – Senior Lead, Tel : 907.563.0013

Feel free to reach out if you have any questions.

Kind Regards



Deon Lourens
Business Development Manager
Pacific States – Seattle WA
dlourens@acrow.com

O +1.973.244.0080
M +1.360.607.1328

ACROW

QUOTE TRANSMITTAL

To:	Clackamas County	Date:	3/12/2025
Email / fax:	-	Pages:	3, Plus drawings
Company:	Clackamas County	From:	Deon Lourens
Project:	Clackamas,OR, County Road Bridge	Email:	Dlourens@acrow.com
		Phone:	360.607.1328

QUOTATION # 25-2802-0244

To the sale of the components to construct one 60-foot long 700XS® Acrow® Panel Bridge to be supplied in one clear span. The roadway width, curb-to-curb, is 12 feet. The design load is AASHTO HL-93, plus the additional load from an epoxy aggregate non-skid coating. The bridge comes complete with side trusses, floorbeams located at ten-foot centers, orthotropic steel plate decking with epoxy aggregate non-skid surface,, and bearings. Please pay particular heed to General Note #2a which addresses Freight Escalation.

FOR THE SALE PRICE OF \$154,800.00

Excluded by Acrow // Supplied or Performed by Others:

- Assembly & installation
- Abutment / pier engineering & construction including bolsters for end-of-span floorbeams
- Asphalt overlay (if required) & paving membrane
- Bridge rail consisting of bolted thrie beam
- Bridge rail transitions design & supply (if required)
- Anchor bolts and retention angles (and seismic restraints if required)
- Lighting or signage (if required)
- Bridge assembly tools

Bridge weighs approximately 27 tons complete Acrow steel (no asphalt)

Bridge installation:

If installation of the bridge is via lift-in, Acrow will provide bridge weight and picking points so that the customer can develop an appropriate lift procedure.

 **Made in the USA**

.....continued

General Notes:

- 1 Superstructure drawings and calculations signed and sealed by a OR P.E. are included. Installation procedures are also included. A load rating, if required, is a separate additional engineering service requiring significant additional engineering time, cost, and bridge site visit.
- 2 Price is FOB Acrow Warehouse in Lafayette, NJ, and includes today's market freight rates for freight prepaid to project site in Clackamas,OR or closest accessible location by approximately 2 trucks. Return freight is excluded.
- 2a Delivery freight is quoted at \$6,500 per truck. Additional freight charges may apply if final delivery market rates exceed the amount quoted per truck.
- 3 Engineering lead time is usually 4 – 6 weeks after receipt of project deposit and all required project information. After Acrow submits a final P.E.-signed and sealed engineering package for the project, any changes initiated by the client which require a resubmission of this package will incur additional engineering fees and re-negotiation of the agreed timeline.
- 4 Assembly of the bridge should take approximately 3 to 5 days with a 5-person ironworker crew plus a foreman and an operator with crane. Assembly & installation times are offered as a guide only since job site conditions vary.
- 5 Technical assistance for 4 days during assembly and installation is included. Additional technical assistance is available at \$ 1,200.00/day plus expenses. An Acrow technician must be on hand every time an Acrow bridge is moved.
- 6 Rental of launching and de-launching equipment, if any, is a ***separately stated line item***.
- 7 State and local sales taxes, property taxes, or franchise taxes, if applicable, are ***excluded***. Terms:
- 8 A \$77,400 deposit is required to begin engineering submittals.
If renting Acrow equipment, a signed copy of our equipment lease, an insurance certificate per our lease agreement, and advance monies in the amount of the balance of the initial rent is required two weeks before shipment of the components. Additional monthly rental monies will be due on the first of the month and will be invoiced accordingly. If purchasing Acrow equipment, balance is due net 30 days from the ship date. Retainage is not acceptable.
- 9 Pricing is valid for 15 days from date of quotation. This order is subject to availability of materials at time of order. Acceptance of your order is subject to credit approval by Acrow. Acrow reserves the right to alter the deposit requirement or refuse the order if credit is not approved.
- 10 **Minimum rental period is 4 months.**
- 11 ***Acrow Bridges are fabricated in Pennsylvania, USA under quality assurance programs certified by ISO 9001 and the American Institute of Steel Construction (AISC) to have the personnel, organization, experience, capability, and commitment meeting the requirements of the Advanced (Major) Steel Bridges with Fracture Critical Endorsement categories as set forth in the AISC Certification Program. Acrow Bridges carry the European CE quality assurance mark certifying that all components conform with the applicable European Economic Region standards for safety, health, and environmental protections.***

 **Made in the USA**

..... continued

TERMS AND CONDITIONS:

1. Quotation is valid for 15 days from date of quotation. However, Acrow reserves the right to make escalation or de-escalation adjustments to the price based on notification from steel suppliers.
2. Acrow requires six weeks advance delivery notification in writing. Any delivery date estimate is subject to receipt of deposit funds, pre-shipment payment amounts, approval of engineering drawings, and receipt of insurance certificate and executed lease agreement in the case of rentals. 1-½ hours unloading time has been allowed per truck. Any additional unloading time will be billed at \$150.00 per hour.
3. Quotations are subject to availability of equipment on a “first come, first priority” basis. Payment of agreed deposit funds will reserve bridge components for a project if the items are in stock or Acrow will confirm delivery dates for all required new parts.
4. Acrow will only initiate engineering drawings and calculations upon receipt of agreed order documents and advance deposit monies in accordance with the General Notes.
5. State and local sales taxes are excluded and, if applicable, will be added to the total price and collected.
6. The use of tools and machines for assembly and installation along with grinders, reamers, welding and burning equipment are considered standard equipment that may be used for the assembly and erection of the bridge. The planning and cost of these items is the responsibility of the installer.
7. Acrow's quotation includes a technical advisor as noted in the general notes for each bridge. Additional days shall be invoiced at \$1,200/day plus expenses. Acrow requires three weeks advanced notice in writing for an onsite technical advisor. The technical advisor's responsibility is strictly limited to advising the installer as to standard assembly techniques of the bridge parts. Non-standard or unusual job site conditions may cause longer erection hours and actual installation time may vary considerably by the personnel and equipment capabilities of the installer, as well as job site conditions. Acrow makes no express or implied warranty regarding installation time estimates; therefore, labor and equipment costs estimates are solely the responsibility of the installer.
8. All sales orders are subject to satisfactory payment schedule including deposit funds and credit approval. Extended credit amounts for equipment sales or engineering services are due in full 30 days from invoice date. Balanced not paid in accordance with the stated terms will be subject to a 1.5% monthly interest charge. Continuing rental period payments are due in full on the first day of the rental period. Deposit amounts, Initial Term/Minimum rental amounts are due upon receipt of invoice. Acrow is acting as a supplier and not a contractor or subcontractor. Acrow will not accept retainage holdbacks.
9. Any delay of equipment delivery requested by the purchaser will subject the order price to escalation adjustments and storage charges. Purchaser agrees to pay 100% of the order price for delays more than 60 days or Acrow reserves the right to use the equipment for other orders.
10. All substructure designs and construction are the sole responsibility of the installer.
11. Cancelled orders will be subject to 15% fee for standard components. Non-standard components will be billed at full price.

 **Made in the USA**

The logo features a stylized American flag with three horizontal stripes and a blue canton with white stars, followed by the text "Made in the USA" in a bold, sans-serif font.

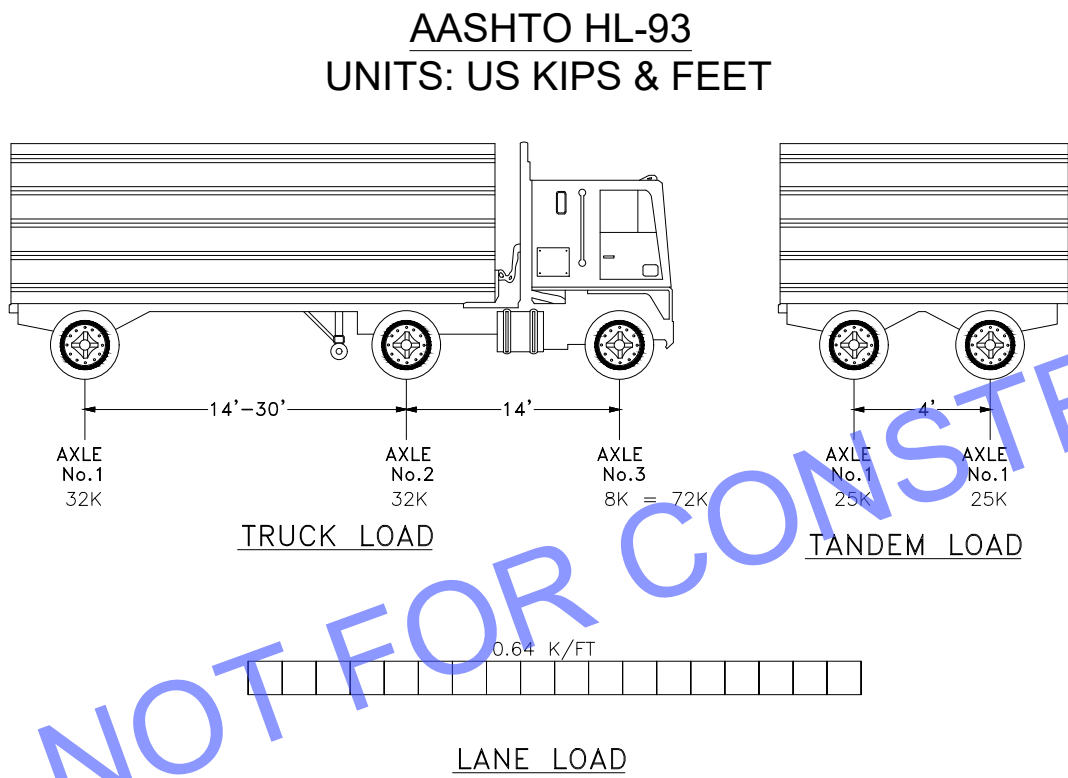
ACROW 700XS PANEL BRIDGE

GENERAL NOTES AND SPECIFICATIONS

TABLE OF CONTENTS

SHEET	DRAWING TITLE
1.	GENERAL NOTES & SPECIFICATIONS
2.	BRIDGE ISOMETRIC VIEW
3.	PLAN, ELEVATION & SECTION
4.	TYPICAL BRIDGE CONNECTION DETAILS
5.	BEARING LAYOUT & DETAILS
6.	RIGGING & LIFT DETAILS

DIAGRAM OF PERMISSIBLE LIVE LOADS



GENERAL NOTES AND SPECIFICATIONS

DESIGN SPECIFICATION
AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 6th EDITION WITH CALIFORNIA AMENDMENTS, 2014

LIVE LOAD
1 LANE OF HL-93

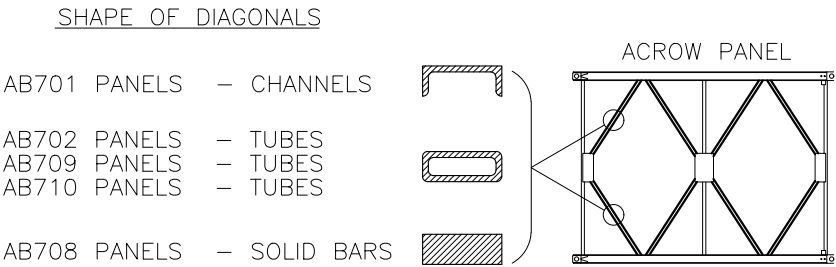
DEAD LOAD
ANTI-SKID AGGREGATE EPOXY COATED DECK

BRIDGE SPECIFICATIONS

- (a) PANEL CHORDS, DIAGONALS & VERTICALS, PANEL REINFORCING CHORDS AND RAKERS
AASHTO M223 Gd. 65
- (b) DECKING, RAKER BRACE, TRANSOM, DIAGONAL BRACE, CHORD BRACE, SWAYBRACE, TRANSOM BRACE
AASHTO M223 Gd. 50
- (c) PANEL PINS
ASTM A193 Gd. B7
- (d) BOLTS
AASHTO M164M-A325

FINISH
ALL MAJOR COMPONENTS GALVANIZED TO AASHTO M111-ASTM A123. ALL BOLTS ARE HOT DIPPED GALVANIZED. PINS ARE ELECTRO GALVANIZED.

TRUSS PANEL TYPES



BRIDGE BOLT TORQUE VALUES

BOLT	NAME	DIA ϕ	UNDER HEAD LENGTH $\pm 1/8"$	TORQUE (FT/LBS)
AB549A	SHORT BRACE BOLT	1"	2 3/4"	450
AB548A	LONG RAKER BOLT	1"	4"	450
AB547AS	TRANSOM SHEAR BOLT	1"	5 1/2"	450
AB547A	TRANSOM BOLT	1"	4 1/4"	450
AB546	DECK T BOLT	3/4"	N/A	110
AB536A	BRACE BOLT	1"	3 1/2"	450
AB584	CHORD BOLT	1 1/4"	3 1/2"	650

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SEAL

ACROW
BRIDGE

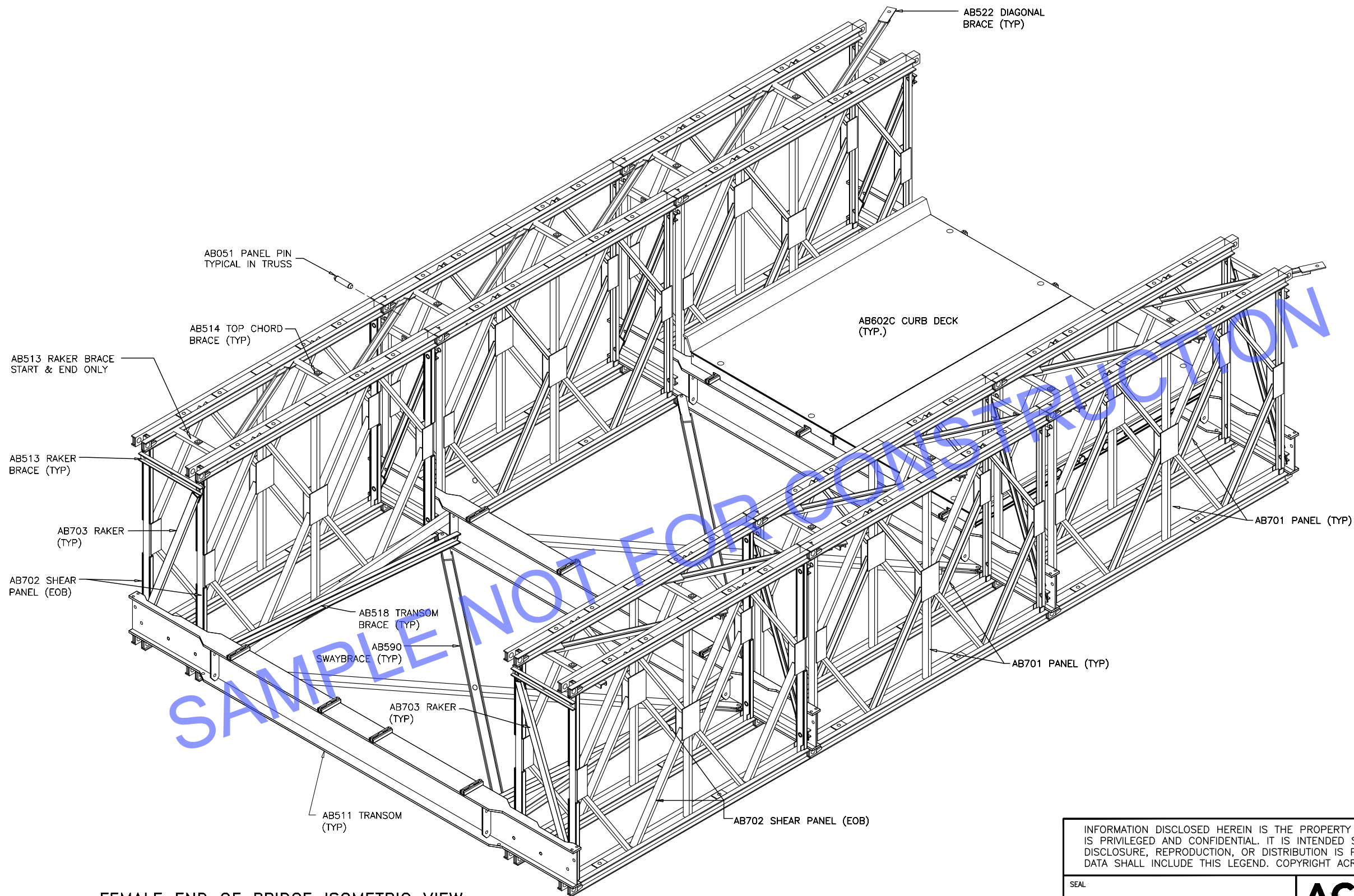
Building Bridges.
Connecting People.
Acrow Corporation of America
181 New Road, Parsippany, NJ 07054

GENERAL NOTES & SPECIFICATIONS
70FT x SCW x DS BRIDGE

DRAWN BY	GS	DATE	AUGUST 01, 2023	PROJECT NO.
CHECKED BY	MD			
APPROVED BY	SV		SCALE: NTS	23-01-3270

DRAWING NO.
AB2550

REV.
SHT 1 OF 6



FEMALE END OF BRIDGE ISOMETRIC VIEW

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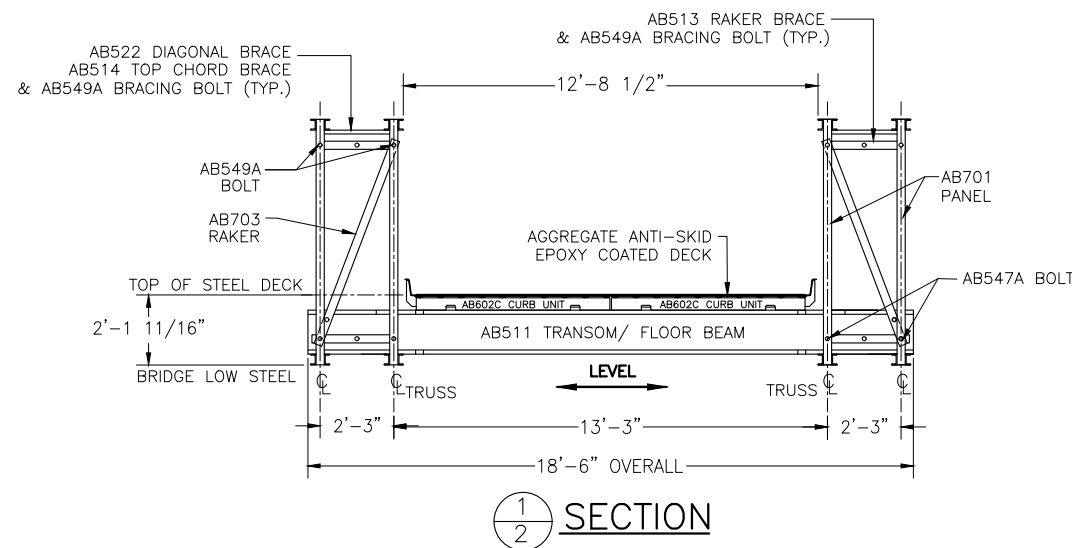
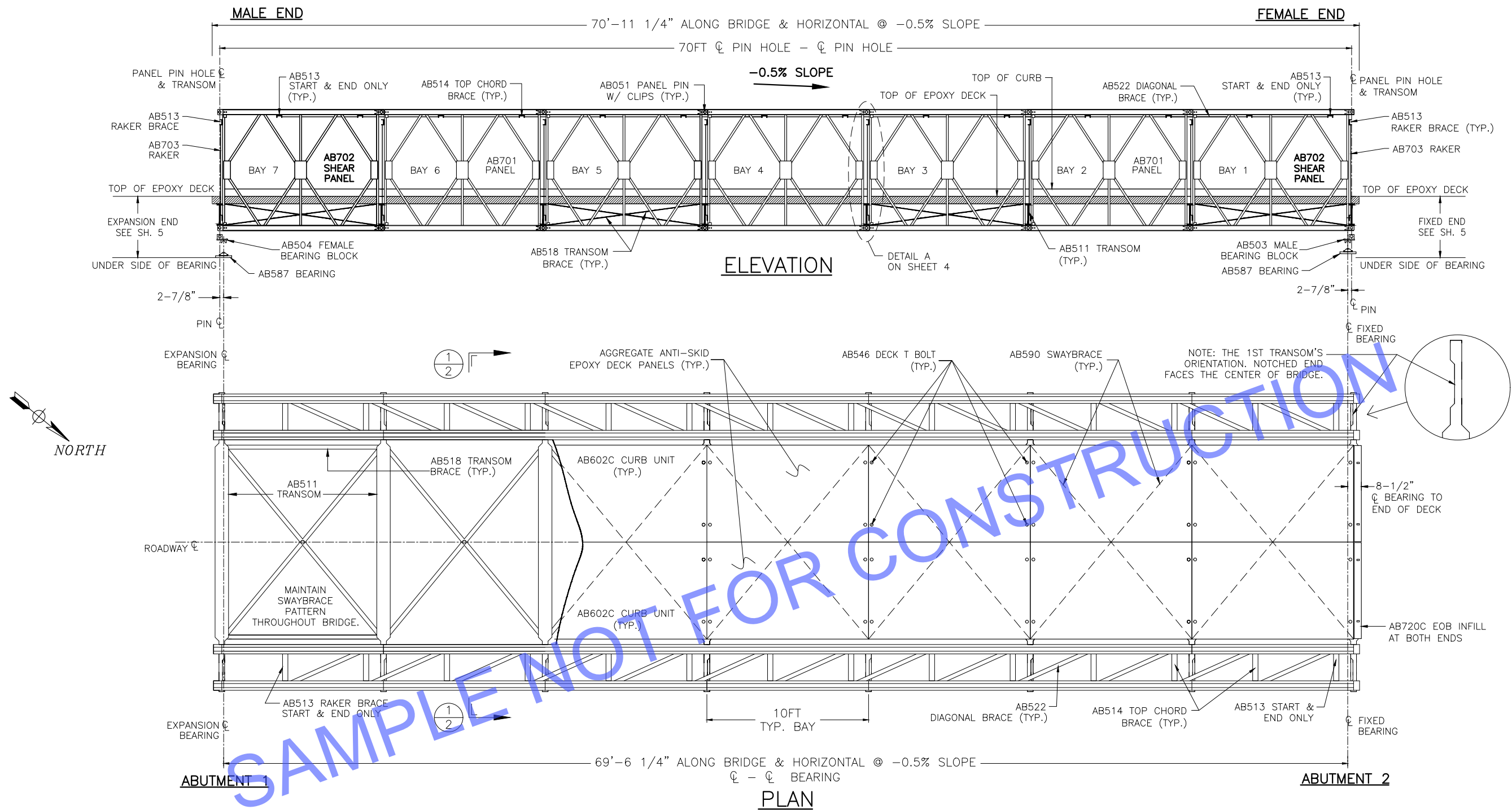
SEAL

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BRIDGE Building Bridges.
Connecting People.
Acrow Corporation of America
181 New Road, Parsippany, NJ 07054

BRIDGE ISOMETRIC VIEW
70FT x SCW x DS BRIDGE

DRAWN BY	GS	DATE	<u>AUGUST 01, 2023</u>	PROJECT NO.	
CHECKED BY	MD	SCALE: NTS		23-01-3270	
APPROVED BY	SV				
				DRAWING NO.	REV.
				AB2550	
				SHT <u>2</u> OF <u>6</u>	

REV.	DATE	DESCRIPTION	BY	CHK.	APPR.



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181 New Road, Parsippany, NJ 07054

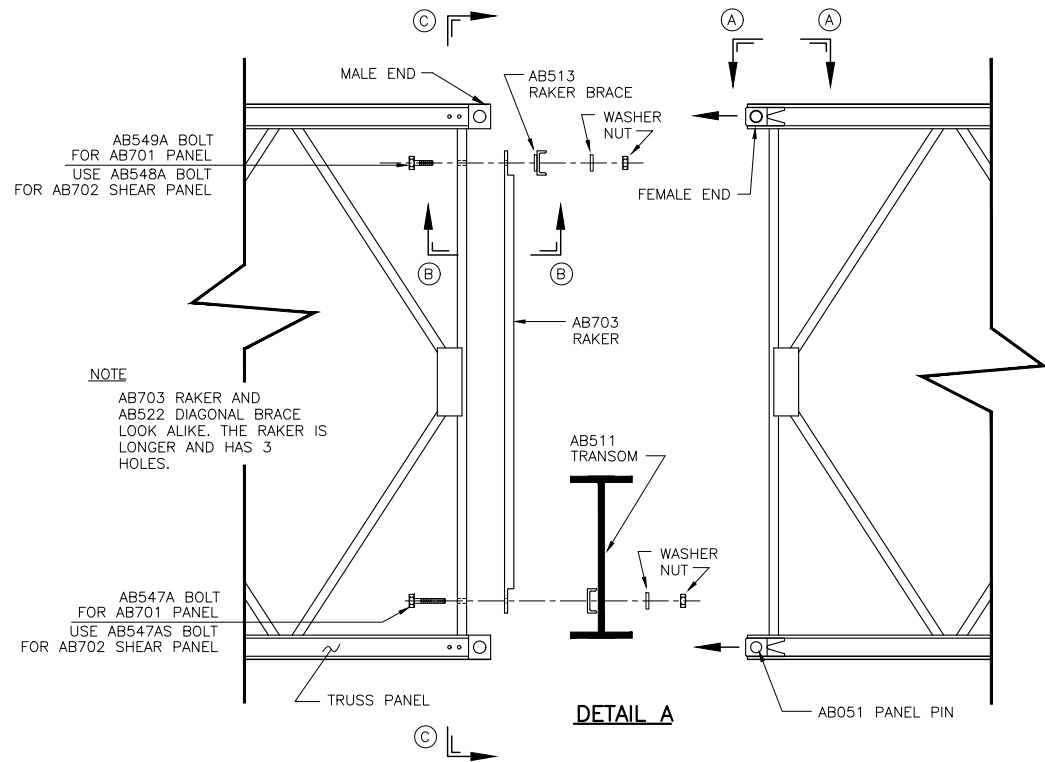
PLAN, ELEVATION & SECTION
70FT x SCW x DS BRIDGE

DRAWN BY	GS	DATE	AUGUST 01, 2023	PROJECT NO.
CHECKED BY	MD			
APPROVED BY	SV			

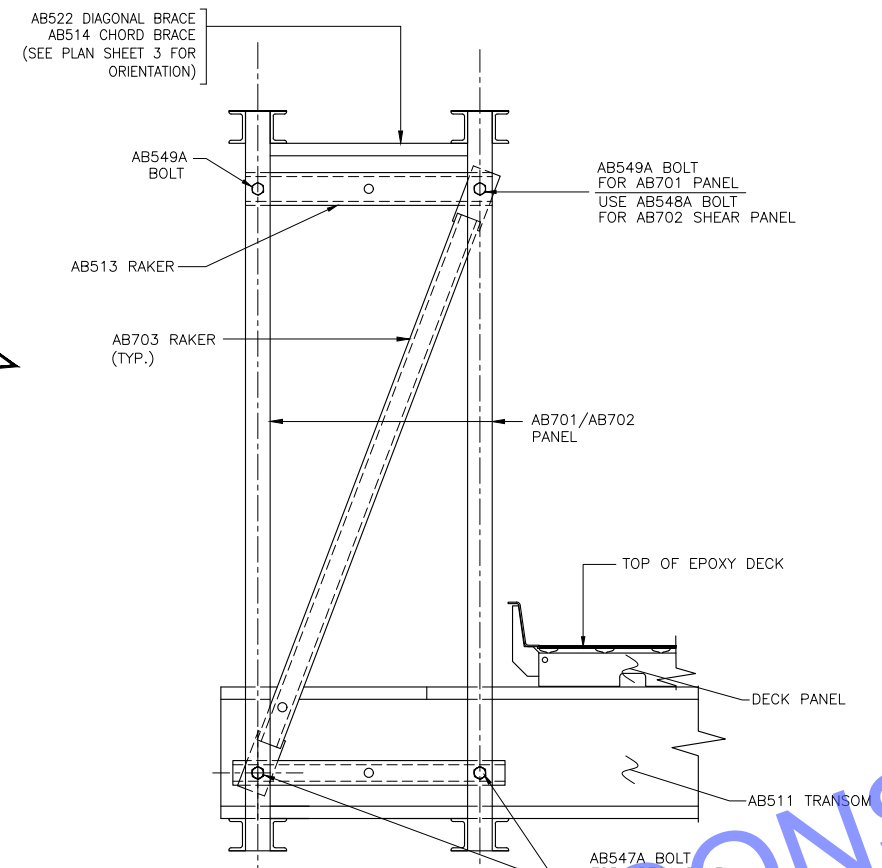
DRAWING NO.
AB2550

REV.
SHT 3 OF 6

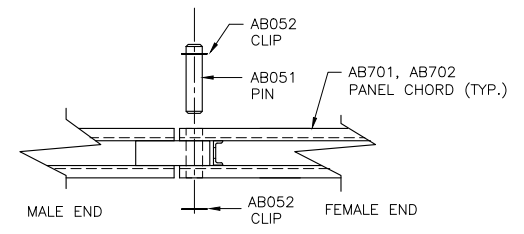
REV.	DATE	DESCRIPTION	BY	CHK.	APPR.



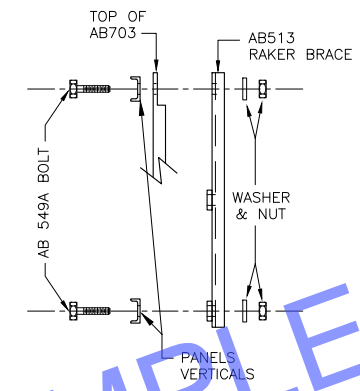
DETAIL A



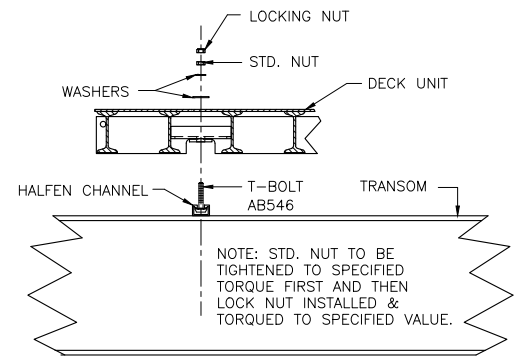
SECTION C-C
BOLT LOCATIONS



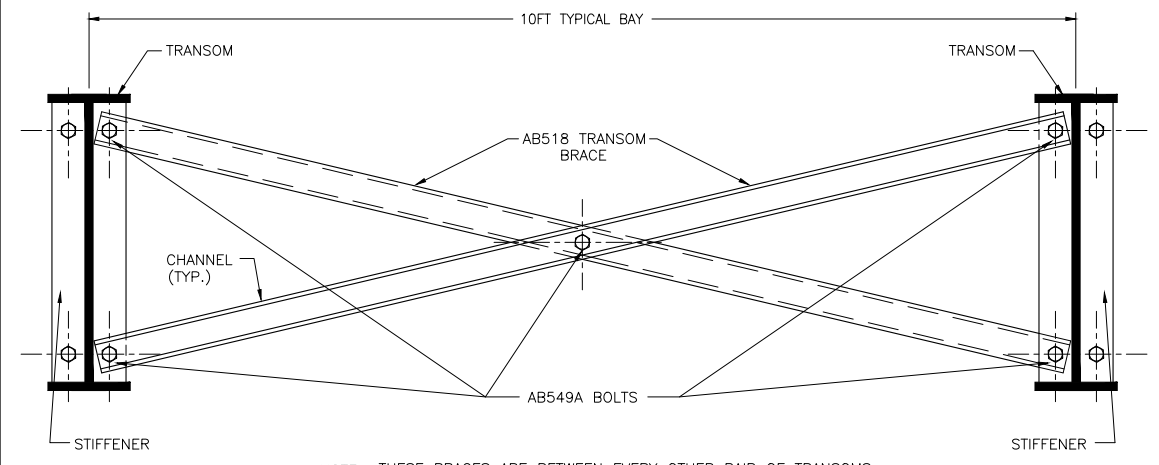
SECTION A-A



SECTION B-B

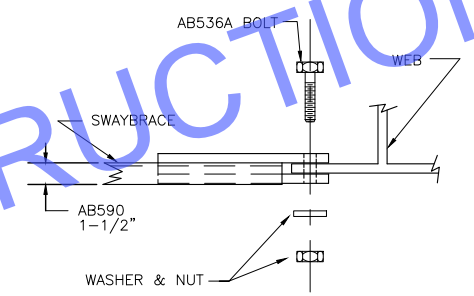


DECK CONNECTION DETAIL

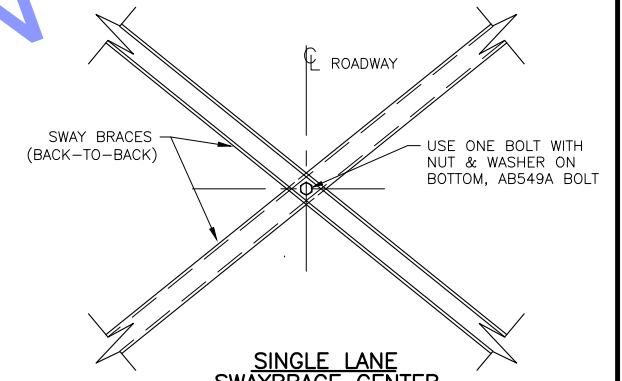


NOTE: THESE BRACES ARE BETWEEN EVERY OTHER PAIR OF TRANSOMS, (SEE ELEVATION SHEET 3 FOR LOCATIONS)

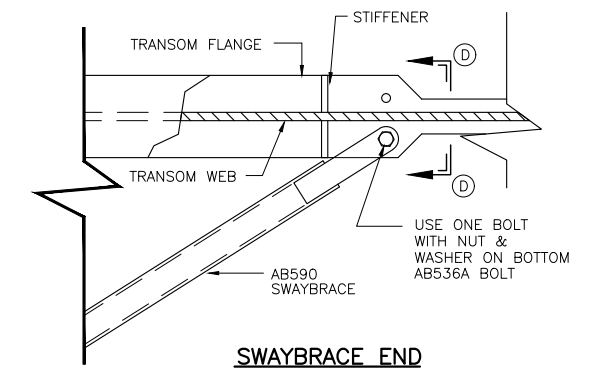
DETAIL - TRANSOM BRACES



SECTION D-D



SINGLE LANE
SWAYBRACE CENTER
CONNECTION DETAIL



SWAYBRACE END
CONNECTION DETAIL

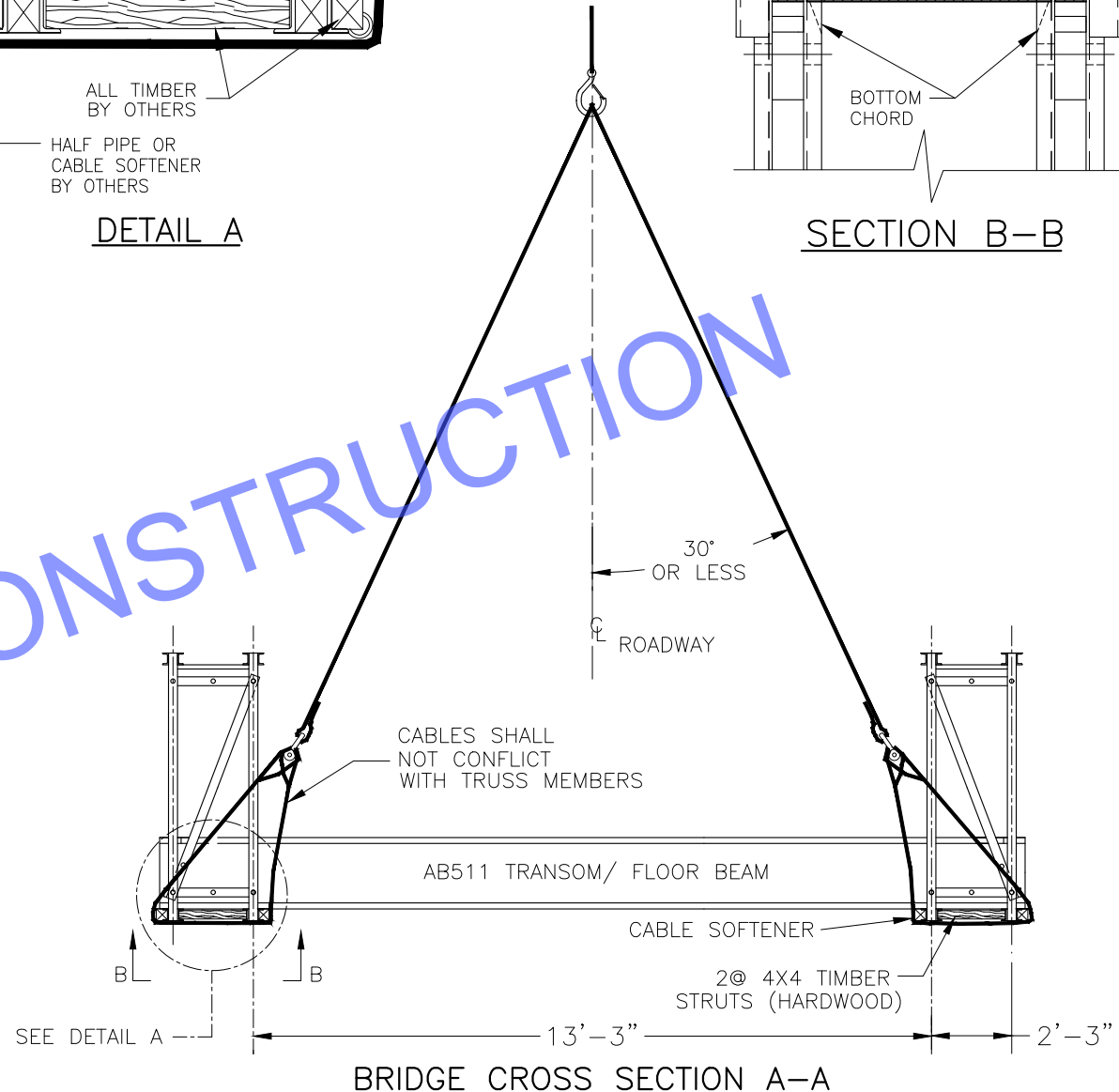
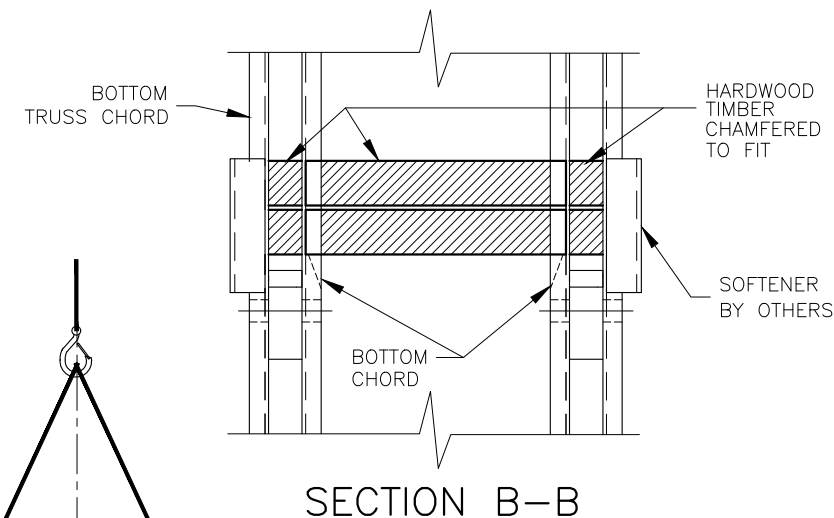
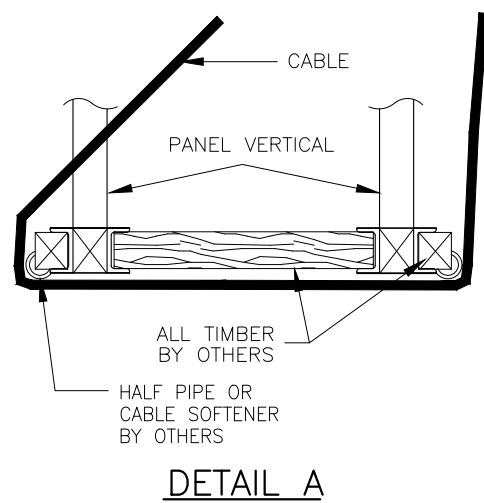
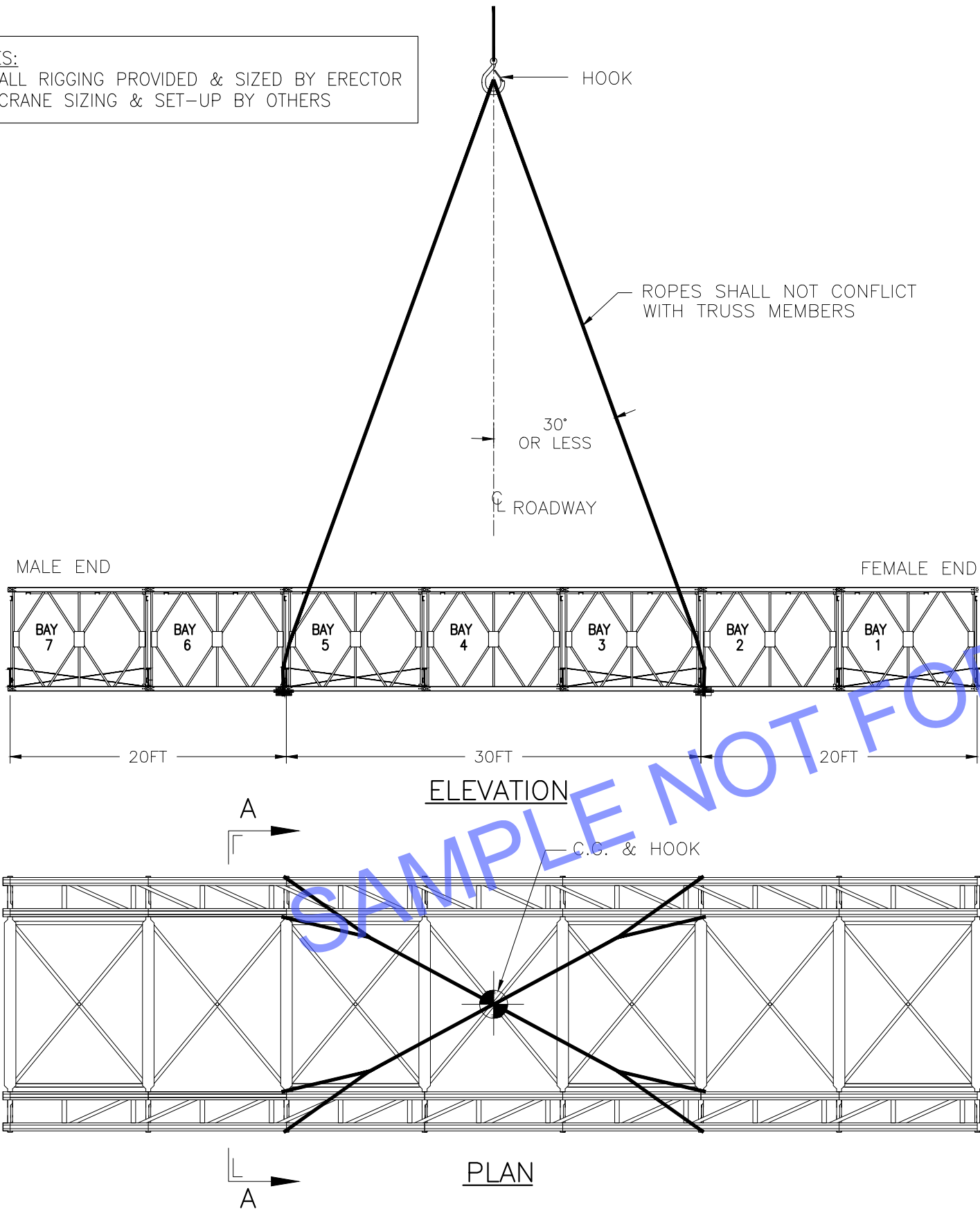
SWAYBRACES NOT SHOWN ON THIS SIDE

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SEAL	ACROW BRIDGE Building Bridges. Connecting People. Acrow Corporation of America 181 New Road, Parsippany, NJ 07054					
	TYPICAL BRIDGE CONNECTION DETAILS 70FT x SCW x DS BRIDGE					
	DRAWN BY	GS	DATE	AUGUST 01, 2023		
	CHECKED BY	MD	DATE			
APPROVED BY		SV	SCALE:	NTS	PROJECT NO.	23-01-3270
					DRAWING NO.	AB2550
					SHT	4 OF 6

REV.	DATE		DESCRIPTION		BY	CHK.	APPR.		

- NOTES:
- 1. ALL RIGGING PROVIDED & SIZED BY ERECTOR
 - 2. CRANE SIZING & SET-UP BY OTHERS



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SEAL		ACROW Building Bridges. Connecting People. Acrow Corporation of America 181 New Road, Parsippany, NJ 07054	
RIGGING & LIFT DETAILS 70FT x SCW x DS BRIDGE			
DRAWN BY	GS	DATE	AUGUST 01, 2023
CHECKED BY	MD	SCALE	NTS
APPROVED BY	SV	DRAWING NO.	AB2550
		SHT	6 OF 6

APPROXIMATE WEIGHT WITHOUT DECK: 32 KIPS

REV.	DATE	DESCRIPTION	BY	CHK.	APPR.

LIMITED WARRANTY

Seller warrants that the bridge equipment meets the specifications of the buyer. Seller further warrants that the materials and workmanship shall be free of defects for a period of 2 years from date of shipment from Seller, excepting normal wear and tear. Should materials prove defective due to faults in manufacture, Buyer shall not return the goods but shall notify Seller immediately, stating full particulars in support of the claim and Seller will either replace or repair goods upon return of the defective material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential, or other incidental damages, losses or expenses. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Seller with respect to the quality of the equipment. This warranty shall not apply to bridge equipment or any part thereof which has been subjected to negligence, alteration, or misuse. Misuse will include, but will not be limited to vehicle traffic in excess of specified weights. Seller makes no warranty whatsoever in respect to accessories or parts not supplied by the Seller. The advice of the Seller's technical staff is available to the Buyer, but Seller not controlling the installation of equipment does not warrant such advice.

**181 New Road
Parsippany, New Jersey, 07054-4208
Telephone: 1-973-244-0080 Fax: 1-973-244-0085**

EXHIBIT C
CONTRACT SUPPLEMENT

CONTRACT SUPPLEMENT
**Buyer: Clackamas County a political
subdivision of the State of Oregon**
Seller: Acrow Corporation of America
CONTRACT: Contract #1274

The following shall supersede any conflicting provisions in the referenced Contract. Terms used herein shall have the meaning set forth in the Contract:

1. **Warranty.** Seller only warrants that (a) the equipment meets the specifications expressly set forth on the applicable Seller's Quote 25-2802-0244 dated March 12, 2025 (the "Quote"), (b) Seller will convey good title to the equipment, (c) the equipment does not violate the intellectual property rights of others; and (d) technical services described in the Quote will be provided by Seller in a workmanlike manner. **ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY.**
2. **Remedy.** In the event of a breach of warranty, Seller's obligation shall be limited to the repair or replacement of the defective equipment. Seller shall not be liable for any indirect, consequential, liquidated, special or punitive damages. Seller shall have no indemnity obligations (except with respect to item 1(c) above); provided, Seller is allowed to control the defense and settlement of any indemnifiable claim. Seller shall be liable for direct and foreseeable personal injury and property damage resulting from a breach of the warranty set forth above.
3. **Deliverables.** Seller's obligation to deliver goods and services includes only the drawings, documents, equipment, and services specified in the Quote (subject to *force majeure* and delays by Buyer of more than 60 days). Buyer shall be responsible for unloading equipment from trucks within 1.5 normal business hours after arrival and for \$150 per hour (or part thereof) by which such budget is exceeded.
4. **Required Approvals and Appropriations.** The Contract is fully binding on Buyer and Seller, and Buyer represents that all necessary approvals and appropriations to fully perform this Contract have been obtained.
5. **External Contract Provisions.** Seller shall not be responsible for any contractual provisions incorporated by reference in the Contract. No party shall be a third-party beneficiary to this Contract. Buyer's obligation under the Contract shall not be contingent on any award, inspection, consent, appropriations, or approval by any third party.
6. **Technical Services.** Seller shall provide technical services pursuant to the terms and conditions set forth in the Quote. Buyer shall provide Seller personnel with safe accommodations at the project site from which the technical services may be efficiently accomplished.
7. **Work Product.** Seller will retain all intellectual property rights in the equipment and services provided by Seller; provided, Buyer shall have a royalty-free, perpetual and assignable license in such intellectual property.
8. **Breach.** Buyer may not cancel this Contract for breach by Seller without providing notice and a reasonable opportunity to cure any such breach.
9. **Price, Invoice and Payment.** Invoices on Seller's standard form will be sent upon shipment. Buyer's payment obligation (including price escalations and deposits) shall be as set forth in the Quote and are not subject to retainage or withholding. With respect to payments received, Seller shall provide lien waivers or releases on forms reasonably acceptable to Seller. *Force majeure* will not affect payment obligations.
10. **Taxes.** Buyer shall be responsible for all applicable sales tax or establishing an appropriate exemption therefrom.
11. **Assignment.** Buyer may not assign this Contract without the prior written consent of Seller.
12. **Rentals.** Any rental of equipment from Seller to Buyer will be subject to the terms and conditions contain in the attached form of Lease.
13. **Cost of Collection.** Seller shall be entitled to (a) receive interest at the rate of 18% per annum on amounts past due under the Contract, and (b) be reimbursed for out-of-pocket collection costs including attorneys' fees.
14. **Changes.** No changes (including, without limitation, termination or cancellation) to the Contract shall be effected without the prior written consent of Seller and Buyer.
15. **Insurance.** The attached certificates of insurance satisfy all of Seller's insurance related obligations.

Agreed to:

ACROW CORPORATION OF AMERICA

CLACKAMAS COUNTY

 **President & COO**

Dated: July ~~17~~, 2025

Dated: July __, 2024